

as a Commercial Mobile Radio Service ("CMRS") provider, to choose, for each NXX code implemented, to have the landline customer pay Ameritech for that portion of the call from Ameritech's end office to the Rate Center/District location specified by the RCC for that NXX code.

- 1.2 Mobile Switching Center ("MSC"). An SBMS facility which links cellular phones to the Public Switched Telephone Network ("PSTN") and handles the routing of traffic.
- 1.3 Tandem Switching. A Class 4 switching entity which is used to connect switch trunk circuits between and among central offices.
- 1.4 Type 2 Interconnection. An Ameritech service option which provides a two-point electrical communications path between the premises of wire line customers of Ameritech and the premises of an authorized RCC.
- 1.5 RCC NXX. The prefix of a telephone number specifically assigned for RCC service and used in conjunction with Type 2 service.

2.0 AMERITECH'S OBLIGATIONS

- 2.1 Beginning on July 1, 1996, Ameritech shall pay SBMS for terminating intraLATA intrastate calls which originate on Ameritech's network in Illinois and which are delivered by Ameritech to SBMS in Illinois. This payment obligation shall apply only to Type 2, Billing Option 2 calls. Calls which are jointly carried by Ameritech and another facilities-based telecommunications carrier, including interexchange carriers, independent telephone carriers, alternative exchange carriers of wireless carriers, and which are terminated to SBMS are not within the subject matter of this Agreement. Payments for these calls shall continue to be made as they are being made as of the Effective Date of this Agreement. The parties shall use their best efforts to review these other payment arrangements as soon as reasonably possible. Compensation for any calls for which Ameritech does not charge the caller, including calls to 500, 800, 900 or 976 numbers, are not within the subject matter of this Agreement.

- 2.2 Beginning on July 1, 1996, Ameritech shall pay SBMS \$0.0064 per minute for calls originating on Ameritech's network and terminating on SBMS' network as described in Section 2.1 above. \$0.0064 per minute is the present local switching rate element level of Ameritech's Type 2 Wireless Access service under ICC Tariff No. 16. Thereafter, the rate shall be lowered in three phases on July 1, 1997, July 1, 1998 and January 1, 1999 to the levels set forth in Attachment A. The reductions shown on Attachment A are on a pro rata basis with respect to the now existing Ameritech and office termination rate established as a result of the ICC order.

The parties agree that if the effective end office termination rate established as a result of the ICC Order is adjusted up or down during the term of this Agreement, Attachment A will be amended to reflect pro rate adjustments based upon the adjusted effective rate. SBMS retains the right to support or object to any proposed adjustment to the effective end office termination rate established as a result of the ICC Order.

- 2.3 Appropriate modifications to ICC Tariff No. 16 will be made by Ameritech to implement the terms of this Agreement. The method for calculating minutes of use shall be the method specified in ICC Tariff No. 16, Section 15.5.3.

3.0 SOUTHWESTERN BELL MOBILE SYSTEMS, INC.'S OBLIGATIONS

- 3.1 Beginning July 1, 1996, SBMS shall pay Ameritech for terminating intraLATA local and non-local calls at the rates set forth below. For purposes of this Agreement, local calls are defined as those calls originated on SBMS' network and terminated at a point on Ameritech's network which is fifteen (15) miles or less in distance, as measured by the distance between the V&H coordinates from the Ameritech tandem where SBMS delivers the call to the Ameritech rate center corresponding to the NXX of the called party number. The rates set forth below shall only apply to calls originating on SBMS' network and delivered to Ameritech by SBMS. Calls which are originated by SBMS and jointly carried by SBMS, Ameritech and another facilities-based telecommunications carrier, including interexchange carriers, independent telephone

companies, alternate exchange carriers or wireless carriers, and which are terminated to Ameritech are not within the scope of this Agreement. Payments for these calls shall continue to be made as they are being made as of the Effective Date of this Agreement. The parties shall use their best efforts to review these payment arrangements as soon as reasonably possible.

- 3.2 Effective July 1, 1996, Ameritech shall reduce by ten percent (10%) the combined total per minute rate it charges SBMS for local switching and local transport provided in connection with the termination of SBMS local calls on Ameritech's network as set forth above and in accordance with Attachment B hereto. Thereafter, this rate shall be lowered in three phases on July 1, 1997, July 1, 1998 and January 1, 1999 to the levels set forth on Attachment B. The reductions shown on Attachment B are on a pro rata basis with respect to the now existing tandem termination rate established as a result of the ICC Order.

The parties agree that if the effective tandem termination rate established as a result of the ICC Order is adjusted up or down during the term of this Agreement, Attachment B will be amended to reflect pro rata adjustments based upon the adjusted effective rate. SBMS retains the right to support or object to any proposed adjustment to the effective rate for tandem termination established as a result of the ICC Order.

The parties agree that the reduction on July 1, 1997, July 1, 1998 and January 1, 1999 provided for above shall effectively reduce SBMS' per minute charge for local calls based upon the then current traffic distributions on a pro rata basis between the then effective per minute charge and the then effective tandem termination rate established as a result of the ICC Order; i.e., on July 1, 1997, 33 1/3% of the then difference; on July 1, 1998, 50% of the then difference; and on January 1, 1999, 100% of the then difference. Ameritech agrees to develop and share with SBMS the proposed rate changes and the methodology and calculations used in their development at least ninety (90) days in advance of the effective date of the rate adjustment for SBMS' concurrence and approval.

- 3.3 Effective July 1, 1996, Ameritech shall reduce by ten percent (10%) the combined total per minute rate it charges to SBMS for local switching and local transport provided in connection with the termination of SBMS non-local calls on Ameritech's network as set forth above and in accordance with Attachment C hereto. For purposes of this Section, non-local calls are calls that do not qualify as local calls under Section 3.1. Thereafter, this rate shall be lowered in three phases on July 1, 1997, July 1, 1998 and January 1, 1999 to the levels set forth on Attachment C. The reductions shown on Attachment C are on a pro rata basis with respect to the now existing Ameritech rates for intrastate Feature Group D local switching and local transport set forth in Ameritech's ICC Tariff No. 15. The applicable now existing Feature Group D rate elements and rates are set forth on Attachment D.

The parties agree that if the effective rates for intrastate Feature Group D local switching and local transport in ICC Tariff No. 15 are adjusted up or down during the term of this Agreement, Attachment C will be amended to reflect pro rata adjustments based upon the adjusted effective rates. SBMS retains the right to support or object to any proposed adjustment to the effective rates contained in ICC Tariff No. 15.

The parties agree that the reductions on July 1, 1997, July 1, 1998 and January 1, 1999 provided for above shall effectively reduce SBMS' per minute charge for non-local calls based on then current traffic distribution on a pro rata basis between the then effective per minute charge and the then effective per minute rate for intrastate Feature Group D local switching and local transport set forth in Ameritech's ICC Tariff No. 15; i.e., on July 1, 1997, 33 1/3% of the then difference; on July 1, 1998, 50% of the then difference; and on January 1, 1999, 100% of the then difference. Ameritech agrees to develop and share with SBMS the proposed rate changes and the methodology and calculations used in their development at least ninety (90) days in advance of the effective date of the rate adjustment for SBMS' concurrence and approval.

- 3.4 Appropriate modifications to ICC Tariff No. 16 will be made by Ameritech to implement the terms of this Agreement. The method for calculating minutes of use

shall be the method specified in ICC Tariff No. 16, Section 15.5.3.

4.0 TERM

This Agreement shall commence on the Effective Date and terminate on the earlier of January 2, 1999 or such other date as the rate of compensation under Section 2.2 and Attachment A and the rate of compensation under Section 3.2 and Attachment B are the same as the Ameritech rate for end office and tandem termination with ALECs as contained in ICC Tariff No. 15, Part 19.4.2 (or any successor thereto), and Ameritech has implemented the rate reductions under Section 3.3 and Attachment C so the rates are equal to the then existing rate for intrastate Feature Group D local switching and local transport set forth in Ameritech's ICC Tariff No. 15 (or any successor thereto). The term of this Agreement may be extended by mutual written agreement of the parties.

5.0 PAYMENT

- 5.1 Ameritech and SBMS shall invoice each other on a monthly basis. Both Ameritech and SBMS shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Past due amounts shall be assessed a late payment penalty in the amount of one percent (1%) per month, or the highest rate allowed by law, whichever is higher.
- 5.2 There shall be no "netting" of the amounts due hereunder against any other amount owed by Ameritech or Cellular One to each other.

6.0 AUDIT

- 6.1 Either party may have performed an audit of the other party's network usage records or other records relevant to the subject matter of this Agreement no more than two times per year. Each party shall bear the expense of any audit it requests. Such audit shall be conducted by an independent auditor acceptable to both parties and shall be conducted on the premises of the audited party during normal business hours. Each party shall maintain network usage records relevant to the subject matter of this Agreement for a period of not less than six months.

6.2 If an independent auditor confirms any instances of misclassification of traffic and/or misreporting of traffic resulting in an undercharge of at least \$25,000 or a misclassification and/or misreporting of five percent (5%) of the traffic, then the party misclassifying and/or misreporting shall within fifteen (15) days of the completion of the audit compensate the other party at the proper rate for all such misclassified and/or misreported traffic, together with interest as provided in the Payment section. In addition, the party misclassifying and/or misreporting shall reimburse the other party for the fees of the independent auditor.

7.0 REGULATORY APPROVAL

- 7.1 Both Ameritech and SBMS stipulate and agree that this Agreement is not entered into pursuant to a request for interconnection under Section 251(c)(2) of the Telecommunications Act of 1996 ("Act") and does not require approval by a state commission under Section 252(e) of the Act.
- 7.2 Each party's obligation under this Agreement is expressly contingent upon and subject to any required regulatory filings and approvals, either state or federal, applicable to the subject matter hereof. The parties shall consult and cooperate in receiving any such approvals.
- 7.3 The terms and conditions of Ameritech's Tariff Nos. 15 and 16 continue to apply to the services provided by Ameritech to SBMS that are subject to this Agreement. The terms and conditions and the rates of Ameritech's Tariff ICC Nos. 15 and 16 continue to apply to the services provided by Ameritech to SBMS that are not subject to this Agreement.

8.0 CHANGED CIRCUMSTANCES

If Ameritech by contract and/or tariff offers services or facilities, which are the subject matter of this Agreement, to one or more other Illinois CMRS providers on terms and conditions which are more favorable than the terms and conditions contained herein, then upon thirty (30) days written notice, SBMS, in its sole discretion, may elect to replace this Agreement with the agreement containing the more favorable terms and conditions.

9.0 ASSIGNMENT

Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Any attempted assignment shall be void, except that either party may assign monies due or to become due to it, provided that (a) the assigning party gives the other party at least thirty (30) days prior written notice of such assignment and (b) such assignment does not impose upon the other party obligations to the assignee other than the payment of such monies.

10.0 CONFIDENTIALITY

10.1 Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that has been identified as confidential by the disclosing party. The receiving party shall use such information only for the purposes of this Agreement and shall not disclose it to anyone except its employees who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon its request. Any information provided pursuant to the terms and of this Agreement or provided in connection with an audit performed pursuant to Section 6.0 shall not be shared by either party with its affiliate or any agent, servant or contractor of any affiliate.

10.2 SBMS agrees not to disclose the Agreement to any other person or entity except as provided below:

- a) SBMS may disclose the Agreement to independent telephone companies in Illinois for the limited purpose of negotiating reciprocal compensation and meet point billing arrangements, provided that the independent telephone company to whom the Agreement is disclosed agrees not to disclose the Agreement and enters into a written non-disclosure agreement with SBMS to that effect;

- b) SBMS may disclose the contents of the Agreement, excluding prices or price methodology, to the ICC and the FCC;
- c) If SBMS receives any subpoena, data request or other legal demand from a court or Commission to produce the Agreement, SBMS shall provide Ameritech ten (10) days written notice before producing the Agreement and shall cooperate with Ameritech in seeking reasonable measures to limit the disclosure of the Agreement, including the entry of a protective order;
- d) If the Agreement is made publicly available by Ameritech, or if the Agreement becomes publicly available through no fault of SBMS, the non-disclosure obligation of this Section 10.2 shall no longer apply.

11.0 COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

12.0 NOTICES

Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Ameritech:

Ameritech Information Industry Services
350 North Orleans
Third Floor
Chicago, Illinois 60654
Attn: Vice President Marketing & Sales Network Providers

with a copy to:

Ameritech Information Industry Services
350 North Orleans
Third Floor
Chicago, Illinois 60654
Attn: Vice President and General Counsel

To SBMS:

Southwestern Bell Mobile Systems, Inc.
Vice President - Network Operations
930 North National Parkway
Schaumburg, Illinois 60173

with copies to:

Dennis K. Muncy
Meyer, Capel, Hirschfeld, Muncy, Jahn & Aldeen, P.C.
306 West Church Street
P. O. Box 6750
Champaign, Illinois 61826-6750

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

13.0 CHOICE OF LAW

This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the laws of Illinois, except provisions relating to conflict of laws.

14.0 NON-WAIVER

Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

15.0 ENTIRE AGREEMENT

The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. This Agreement may only be modified by a writing signed by both parties.

Southwestern Bell Mobile
Systems, Inc., d/b/a Cellular
One--Chicago

inw By: 

Date: March 22, 1996

Title: President

Ameritech Information Industry
Services, a division of
Ameritech Services, Inc., on
behalf of Ameritech Illinois

By: 

Date: 4-3-96

Title: V.P. - Marketing & Sales

Attachment A

Mutual Compensation Rate

Present	0
7/1/96	\$0.0064 per minute
7/1/97	\$0.0059 per minute
7/1/98	\$0.0055 per minute
1/1/99	\$0.0050 per minute

Attachment B & C

mileage band	7/1/96 local switching rate	present mileage rate	7/1/96 mileage rate	7/1/96 Line switching plus mileage	traffic distribution	present composite	7/1/96 composite	7/1/97 composite	7/1/98 composite	1/1/99 composite
0	0.0064	0.0078	0.0054	0.01284	55.63%	0.01664	0.01441	0.01211	0.00960	0.00750
0 to 8	0.0064	0.0114	0.0056	0.01598	33.28%					
8 to 15	0.0064	0.0128	0.01074	0.01714	11.06%					
15 to 20	0.0064	0.0137	0.01176	0.01815	63.40%	0.02180	0.01818	0.01713	0.01687	0.01502
20 to 25	0.0064	0.0147	0.01261	0.01901	20.07%					
25 to 30	0.0064	0.0149	0.01278	0.01918	9.13%					
30 to 40	0.0064	0.0155	0.01330	0.01970	5.76%					
40 to 55	0.0064	0.0174	0.01493	0.02133	0.65%					
55 to 70	0.0064	0.0187	0.01690	0.02338	0.60%					
over 70	0.0064	0.0219	0.01879	0.02519	0.00%					

Attachment D

Present Feature Group D
Rate Elements and Rates
and Present Composite Rates

ILL. C.C. NO. 15
16th Revised Page 229

Per Access Minute

Bundled Local Switching	.007196
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ILL. C.C. NO. 15
18th Revised Page 226

1. Tandem-switched Termination	.000311
2. Tandem-switched Facility (per mile)	.000040
3. Tandem-switching	.000947
4. Residual Charge	.005666

Present Feature Group D Composite Rate	.02160
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***THIS DOCUMENT IS SUBJECT TO FURTHER
MODIFICATIONS PENDING JUDICIAL REVIEW OF THE FCC
INTERCONNECTION REGULATIONS OR ANY STAY THEREOF***

**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE
RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of March 7, 1997

by and between

BELL ATLANTIC - VIRGINIA, INC.

and

**WASHINGTON/BALTIMORE CELLULAR
LIMITED PARTNERSHIP**

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**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE
RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF
THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the date of its approval by the Virginia State Corporation Commission ("the Effective Date"), by and between Bell Atlantic-Virginia, Inc. ("BA"), a Virginia corporation with offices at 630 E. Main Street, Richmond, Virginia 23219, and Washington/Baltimore Cellular Limited Partnership d/b/a Cellular One Washington/Baltimore ("CO W/B") a Virginia limited partnership with offices at 7855 Walker Drive, Greenbelt, MD 20770.

WHEREAS, BA and CO W/B (individually, a "Party" and collectively, the "Parties") intend to interconnect their networks at mutually agreed upon points of interconnection to provide local Telecommunications Services (as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein;

WHEREAS, the Parties agree this Agreement shall supersede any existing Interconnection and Traffic Interchange Agreement and appended Riders between them; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CO W/B and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to each other network Interconnection, access to Network Elements, and ancillary services within each LATA in which they both operate within the Commonwealth of Virginia. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Virginia State Corporation Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the rules and regulations of the FCC.

1.2 [Reserved]

1.3 "Agreement" means this Interconnection Agreement and all Exhibits and Schedules appended hereto.

1.4 "Ancillary Traffic," means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: LSV/VCI, Directory Assistance, 911/E911, Operator Services (call completion), 800/888 database query, LIDB, and information services requiring special billing.

1.5 "Applicable Laws" means all State or Federal laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.6 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the rules and regulations of the FCC.

1.7 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the rules and regulations of the FCC.

1.7A "Broadband Commercial Mobile Radio Service" or Broadband "CMRS" means an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public, but shall exclude paging service or other narrowband services as may be determined by the FCC or the Commission as not being entitled to reciprocal compensation with BA. CO W/B is a Broadband CMRS provider. Hereinafter, Broadband CMRS will be referred to as "CMRS."

1.8 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

1.10 "Central Office Switch" or "Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

used (b) "Tandem Switch" or "Tandem Office" which is a switching entity that is to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence. An "Access Tandem Office" or "Access Tandem" is a Tandem Office with billing and recording capabilities that is used to provide Switched Exchange Access Services; and

to (c) "Mobile Switching Center" or "MSC" which is defined below and is used to terminate Customer mobile wireless services for the purpose of interconnection to each other and to trunks. An MSC is also a switching entity that is used to connect and switch circuits between and among cell sites and between and among local exchange and other carriers' circuits.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.11 [Reserved]

1.12 [Reserved]

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") equipment or transmission facilities necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis are installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by either Party, BA and CO W/B will address the provision of additional types of Collocation arrangements, including additional physical locations and alternative utilizations of space and facilities.

1.14 "Commission" means the Virginia State Corporation Commission.

1.15 "Common Channel Signaling" or "CCS" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched

telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the Signaling System 7 common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

1.15A "Connecting Circuit" means the facility used to interchange traffic between BA's system and CO W/B's interconnection point.

1.16 "Competitive Local Exchange Carrier" or "CLEC" means any non-incumbent Local Exchange Carrier, operating as such in BA's certificated territory covered by this Agreement.

1.17 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.18 "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

1.19 [Reserved]

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.24 "Exchange Access" is As Defined in the Act.

1.25 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010.

CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

1.26 [Reserved]

1.27 "FCC" means the Federal Communications Commission.

1.27A "FCC Regulations" means regulations published in 47 C.F.R. and the published Orders of the FCC, including the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996 and released on August 8, 1996, as these regulations may be amended from time to time.

1.28 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to 784 kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quaternary ("2B1Q") line code.

1.29 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Virginia, is an "Incumbent Local Exchange Carrier" As Described in the Act.

1.30 [Reserved]

1.31 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.32 [Reserved]

1.33 "Interconnection" is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The architecture of Interconnection may include, but is not limited to, Collocation Arrangements, entrance facilities, and Mid-Span Meet arrangements.

1.33A "Interconnection Point" or "IP" means a physical location where two networks are linked for the purpose of exchanging traffic.

1.34 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.35 [Reserved]

1.36 "InterLATA" is As Defined in the Act.

1.36A "InterMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in one MTA and terminated to a Customer of the other Party on that Party's network in another MTA. InterMTA Traffic is Toll Traffic.

1.37 "IntraLATA Toll Traffic" means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.37A "IntraMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated, regardless of the other carrier(s), if any, involved in carrying any segment of the call. IntraMTA Traffic is Local Traffic. For purposes of determining originating and terminating points of a call on CO W/B's network under this Agreement, CO W/B will use the originating or terminating cell site locations as the point of call origination and termination, respectively.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.39 "Line Status Verification" or "LSV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.40 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.41 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.42 "Local Serving Wire Center" means a Wire Center that (i) serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located, or any Wire Center in the LATA in which the other Party's Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the necessary capabilities for providing transport services.

1.43 [Reserved]

1.44 "Local Traffic" means IntraMTA Traffic.

1.44A "Major Trading Area" or "MTA" is as defined in 47 C.F.R. § 24.102.

1.45 "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

1.46 "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.47 "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.48 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more Telecommunications Carriers jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the carriers' End Office Switches, with each carrier receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs. "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.49 "Mid-Span Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon Interconnection point.

1.49A "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to terminate Customer mobile wireless services.

1.50 "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" means the MPB method whereby each Telecommunications Carrier prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the carrier provides.

1.51 "Network Element" is As Defined in the Act.

1.52 "Network Element Bona Fide Request" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.53 "North American Numbering Plan" or "NANP" means the telephone numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean nations.

The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.54 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.55 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.55A "NXX Code - Rate Change Charge" means the charge for changing a rate center designation associated with a NXX code when the change has been requested by a Telecommunications Carrier

1.56 [Reserved]

1.57 "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which serves as the physical Interconnection between individual loops or individual Customer trunks and the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

1.58 "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC or CMRS provider as being associated with a particular NPA-NXX code assigned to the LEC or CMRS provider for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC or CMRS provider has identified as the area within which it will provide Telephone Exchange or wireless Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.59 "Rate Demarcation Point" means the point of minimum penetration at a premise or other point where each Party's responsibilities for its network facilities end.

1.60 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges for switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may